IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO
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CLERK ALBUQUERQUE

SANDRA L. WEAVER,

Plaintiff,

vs.

TRUGREEN HOLDING, LLC, d/b/a,
TRUGREEN LANDCARE, a/k/a
LANDCARE USA,

CIV-01 806 LH

Defendant.

JURY REQUESTED

COMPLAINT FOR DISCRIMINATION LORENZO F. GARCIA

COMES NOW, Plaintiff, Sandra L. Weaver, hereinafter "Ms Weaver", by and through her attorney of record, J. Edward Hollington, J. Edward Hollington & Associates, P.A., and hereby submits a Complaint against TruGreen Holding, LLC, d/b/a Trugreen Landcare, a/k/a Landcare USA, hereinafter "TruGreen".

I. JURISDICTION

1. Ms. Weaver is a resident of Albuquerque, Bernalillo County, New Mexico.

2. Defendant TruGreen, is a foreign limited liability corporation principally located in Memphis, Tennessee.

3. TruGreen is an employee engaged in an industry effecting commerce and has more than twenty (20) employees.

4. Ms. Weaver brings her claims pursuant to 42 U.S.C. Section 2000e, et seq., and 29 U.S.C. Section 623a, et seq., hereinafter "ADEA".

STATEMENT OF FACTS

5. Ms. Weaver is a female whose date of birth is October 1, 1949.

6. Ms. Weaver was an officer and principal of Albuquerque Grounds Maintenance, a New Mexico corporation, hereinafter "AGM".

7. On or about November of 1998, AGM was acquired by TruGreen.

8. Ms. Weaver was retained as President of AGM but is considered an employee of TruGreen.

9. Pursuant to a contractual agreement, Ms. Weaver was appointed President of AGM by TruGreen and in that capacity she is in charge of the overall management and operations of TruGreen operations in Albuquerque, New Mexico.

10. Although Ms. Weaver is President of AGM, TruGreen treats Ms. Weaver like a Branch Manager and expects her to report to the District Manager of TruGreen.

11. All TruGreen District Managers are males.

12. In February of 2000, TruGreen hired a male into the District Manager position, which district includes New Mexico.

13. TruGreen did not advertise, post nor recruit for the position of District Manager.

14. Ms. Weaver had expressed an interest in the District Manager position should it be opened; yet she was not given notice of the opening nor an opportunity to apply.

15. Ms. Weaver was qualified by experience, training and knowledge to fill the position of District Manager.

16. TruGreen's organizational structure is dominated by males with few women in management positions, specifically District and Branch Manager positions.

17. TruGreen makes no effort to recruit women into management positions particularly District and Branch Manager positions and fosters an atmosphere of "good ol' boys" which has the effect of excluding women.

18. The District Manager of TruGreen has communicated his desire to remove Ms. Weaver and replace her with a male under the age of 40.

19. TruGreen's agents, representatives and employees have harassed, intimidated and subverted Ms. Weaver's authority and control over AGM.

20. TruGreen's agents, representatives and employees have excluded Ms. Weaver from meetings, and told her that her work should just consist of taking pictures and she should let others run the business.

21. TruGreen's acts against Ms. Weaver have created a hostile environment in that AGM employees are encouraged to disregard Ms. Weaver's authority, ignore her directions and to only take directions from TruGreen's District Manager.

22. TruGreen does not treat male Branch Managers in the same manner as Ms. Weaver.

23. TruGreen's agents, representatives and employees have made gender biased statements against Ms. Weaver revealing an animus against women.

24. TruGreen holds regular Branch Manager meetings which Ms. Weaver has attended in the past. At these meetings, she is excluded, ignored and shunned by District and Regional Managers and other male Branch Managers.

25. Ms. Weaver has complained to management of TruGreen of the discriminatory treatment towards her; but nothing has been done.

26. Ms. Weaver's annual salary is approximately $145,000 plus benefits.

27. The harassment directed against Ms. Weaver because of her sex and age is severe, pervasive and effects her working conditions.

28. TruGreen has not exercised reasonable care to prevent or correct the acts of harassment against Ms. Weaver.

29. Ms. Weaver has seen and continues to see a psychologist for help in coping with the harassment and intimidation directed against her by TruGreen.

30. TruGreen has created, condoned and encouraged the hostility against Ms. Weaver for the purpose of forcing her to quit.

31. On or about October 12, 2000, Ms. Weaver filed a charge of discrimination based on sex and age with the EEOC as Charge No. 390A10057.

32. On or about April 14, 2001, Ms. Weaver received a "Right to Sue" letter from the EEOC.

33. Ms. Weaver has suffered and continues to experience emotional distress as a result of TruGreen's acts against her.

34. TruGreen's acts are intentional, willful, malicious and done in careless disregard of her rights.

COUNT I
DISCRIMINATION BASED ON SEX

35. Plaintiff hereby incorporates paragraphs 1 through 35 above as though fully set forth herein.

36. Ms. Weaver is a member of a protected group.

37. Ms. Weaver has been denied opportunity for advancement because of her sex.

38. Ms. Weaver was qualified for the position of District Manager but was not allowed an opportunity to apply for that position because of her sex.

39. Ms. Weaver has been subjected to harassment because of her sex.

40. Ms. Weaver has complained to TruGreen about the sexual discrimination and harassment.

41. The harassment against Ms. Weaver has effected the conditions of her working environment.

42. Persons involved in the harassment were Ms. Weaver's supervisors.

43. Ms. Weaver has suffered emotional distress and other compensatory damages.

44. TruGreen's actions against Ms. Weaver are intentional, willful, malicious and done in careless disregard of her rights.

WHEREFORE, Ms. Weaver respectfully requests this Court to enter Judgment in her favor and against the Defendant and award her pecuniary losses, compensatory losses and damages, punitive damages, pre- and post judgment interest, attorney fees and costs; further, Ms. Weaver respectfully requests the Court to enter equitable injunctive relief in the form of an Order directing Defendant to refrain from discrimination against women, compel the Defendant to institute sensitivity training and implement a program to actively recruit, train and hire more women into management positions and for such other and further injunctive relief as the Court deems just and equitable.

COUNT II
DISCRIMINATION ADEA

45. Plaintiff hereby incorporates paragraphs 1 through 45 above as though fully set forth herein.

46. Ms. Weaver is 51, a member of a protected group.

47. The Defendant's actions of harassment against Plaintiff are intended to force her into quitting so that a younger male will replace her.

48. The Defendant, agents, representatives and employees have made statements to others that Ms. Weaver should quit and Defendant has assured a younger male that he will replace Ms. Weaver.

49. Ms. Weaver has been harassed because of her age.

50. The harassment against Ms. Weaver has the effect of unreasonably interfering with her work performance and creates objective, intimidating, hostile and an offensive working environment.

51. Ms. Weaver has lost income, back and front pay, and other compensatory damages.

52. Defendant's conduct amounts to intentional discrimination based on age and Ms. Weaver requests liquidated damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter Judgment in her favor and against the Defendant and award her such damages as allowed under ADEA which she will prove, for pre- and post judgment interest, liquidated damages, attorney fees and costs and such other and further relief as the Court deems just.

Respectfully submitted

J. EDWARD HOLLINGTON & ASSOCIATES, P.A.

By______________________________

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